

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lincoln-Lancaster County Railroad Transportation Safety District, hereinafter referred to as "District," and the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "City."

WHEREAS, the District operates to further the policy of the State of Nebraska to reduce the number of fatalities and injuries caused by collisions between motor vehicles and railroad trains; to eliminate as far as possible unnecessary conflicts between railroad transportation and highway transportation; to improve the movement of both rail and highway traffic by eliminating grade crossings; and to assist in relocation of railroad facilities that bisect the central portions of municipalities, thus hampering the growth of both the municipality and the railroad services; in order to benefit and enhance the community as a whole pursuant to *Neb. Rev. Stat. § 74-1301*, et. seq.; and

WHEREAS, the District, pursuant to *Neb. Rev. Stat. § 74-1302* and *§ 74-1305*, has the right and authority to enter into contracts or other arrangements with municipal corporations making full use of the Interlocal Cooperation Act for, among other things, assistance in the design, construction, maintenance, sale, or lease of the works of the District; making surveys and investigations or reports in relation to the objectives of the District; and cooperating or assisting in obtaining the construction, maintenance, or operation of a work or works of public improvement within the district for the purpose of changing, constructing, eliminating, or reconstructing, including the use of protective devices of any kind or nature, any highway or street crossing of a railroad property; and

WHEREAS, the City proposes to contract for the installation or improvement of street medians at street crossings and/or for the installation of directional horns where required at the BNSF railroad tracks at 70th Street, 44th Street, Adams Street and 33rd Street in the City of Lincoln, Nebraska, for the purpose of creating a quiet zone within the City as recommended by the Lincoln BNSF Railroad Quiet Zone Study conducted by the Kirkham Michael Engineering firm and as approved and adopted by the Board of Directors of the District at a special meeting of the District held on February 20, 2007 (hereinafter the "Quiet Zone Project"); and

WHEREAS, the City and the District are mutually benefited by including the District's objectives in the Quiet Zone Project.

NOW, THEREFORE, the City and the District pursuant to the Interlocal Cooperation Act, *Neb. Rev. Stat. § 13-801 et. seq.* do hereby agree as follows:

1. Duration. The duration of this Agreement shall be until the completion of all obligations hereunder, in any event, not to exceed three years from the date of execution of this Agreement.

2. Administration. The terms and conditions of this Agreement shall be administered by the Executive Director of the District and the Mayor of the City. This Agreement does not create any separate legal or administrative entity.

3. Purpose. The purpose of this Agreement is for the District to aid the City in funding for the Quiet Zone Project improvements.

4. Budget and Finance. The District has approved the expenditure of \$259,000.00 for the Quiet Zone Project from its July 1, 2006, through June 30, 2007, budget. The District for the year 2006/2007 shall contribute up to the total of such allotted funds to be applied for the Quiet Zone Project improvements. The City shall not be responsible for the contribution of any funds for the Quiet Zone Project improvements

5. Duties and Obligations. The District shall be entitled to receive copies of all work financed through this Agreement. The City shall have authority to enter into agreements for the related activities in accordance with the City's contracting requirements. The City will bill and the District will pay the City up to the amount agreed for the District's participation as authorized by this Agreement.

6. Termination. This Agreement may be terminated at any time and for any reason by either party upon written notice of not less than 60 days to the other party. Upon termination, the District shall pay for its proportionate share of expenditures incurred up through the date of termination.

7. Ownership. Upon completion of the construction of the Project, the City will assume ownership and maintenance of all the improvements constructed.

Executed by the DISTRICT this 13th day of March, 2007.

CITY OF LINCOLN LANCASTER COUNTY
RAILROAD TRANSPORTATION SAFETY DISTRICT

Attest:



Chairperson



Executive Director

Executed by the CITY this _____ day of _____, 2007.

Attest:

City Clerk

Coleen J. Seng, Mayor